

COMMONWEALTH HEALTH INSURANCE CONNECTOR AUTHORITY

ONE HUNDRED CITY HALL PLAZA
BOSTON, MASSACHUSETTS 02108

**AMENDMENT TO MASTERS SERVICES AGREEMENT WITH WEBER
SHANDWICK**

This AMENDMENT TO MASTER SERVICES AGREEMENT ("Amendment") is made and entered into as of January 23, 2008, (the "Effective Date") by and between the Commonwealth Health Insurance Connector Authority (the "Authority"), an independent public authority of the Commonwealth of Massachusetts with a principal office and place of business at One Hundred City Hall Plaza, Boston, Massachusetts, and Weber Shandwick, with a principal office at 101 Main Street, Cambridge, MA 02142, ("Contractor").

Whereas, the Contractor and the Authority have previously entered into a Master Services Agreement ("Agreement") with an effective date of January 22, 2007 which will expire as of January 22, 2008.

Whereas, the Authority desires to continue retaining the Contractor to render similar services to that which the Contractor performed under the Agreement, and Contractor desires to be so retained by the Authority and to perform the services specified herein, all in accordance with the terms of the Agreement and this Amendment.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The terms and conditions of the Agreement shall remain in full force and effect, except that Attachment A shall be deemed null and void, since the Contractor and Authority have performed their obligations under that Attachment.
2. The Effective Date of this Amendment shall be January 23, 2008.
3. The Termination Date of this Amendment shall be October 31, 2008.

4. The Contractor shall be responsible for the services identified below, which shall be set out in specific, mutually agreed-upon Work Orders. Those Work Orders shall set out specific tasks, deliverables, and deadlines. The Authority may issue additional Work Orders that are designed to carry out tasks and provide services related or ancillary to the Work Orders created in accordance with this Amendment. Where the Authority and the Contractor determine that the tasks identified in a Work Order should be revised, or should not be performed, or should be performed in a different manner or sequence, the Authority and the Contractor will document any changes in the tasks, deliverables, or deadlines established under such Work Order. In any event, the Authority reserves the right to terminate any Work Order, any services provided under any Work Order or any portion thereof in the Authority's discretion upon providing notice to the Contractor, in each case, in accordance with the Agreement, including without limitation Sections 8 and 17.

The services to be performed by the Contractor shall include:

- a. Creative design, production and placement of advertising to reinforce awareness of Health Care Reform laws and requirements, ways to obtain health insurance, tax penalties for failure to have health insurance, and the availability of plans for small business. Mediums may include television, radio, print, and internet.
- b. Utilization of avenues for free media, including PSA development.
- c. Development of additional partnership opportunities.
- d. Market research and survey work to test support for the contributory employer plan to be launched in 2008, and ways to position the Young Adult Plans with target audience; and campaign evaluation.
- e. Design, writing, and editing support for collateral materials.
- f. Support, as needed with strategic media outreach.
- g. Social media initiatives including development and support with implementation.

5. In consideration of Contractor's performance, in accordance with the Agreement and this Amendment, of the tasks, services, and expenses described in this Amendment and any Work Orders issued hereunder, the Authority shall make payments in accordance with each Work Order up to a fixed engagement cap of \$1,850,000.000. Certain fees, costs, and expenses will be identified in individual Work Orders. Other fees, costs and/or expenses will be identified and agreed upon in writing at a later date or at the time of execution of successive Work Orders. In any event, the Authority will not be obligated for any fees, costs, or expenses over \$1,850,000 for any and all tasks, services and expenses described in this Amendment or any Work Orders prepared in accordance with this Amendment, including any fees, costs, and/or expense incurred under Attachment C.

6. Contractor hereby represents and warrants that, as of the date of this Amendment, all of the representations, warranties and certifications of Contractor set forth in the Agreement and this Amendment are true and correct and Contractor is in compliance with all of Contractor's obligations under the Agreement and each other Work Order between the Authority and the Contractor.

**Commonwealth Health Insurance
Connector Authority**

By: Jon M Kingsdale

Name: Jon Kingsdale

Title Executive Director

Date: 2-11-08

Weber Shandwick

By: Mark Sullivan

Name: Mark Sullivan

Title: SVP, Finance

Date: 1-28-08